

PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS

3.1-1 Clauses and Provisions Incorporated by reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Contractor's On-Site Superintendent

(End of clause)

H001. Clean Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H002. FAA Facility Regulations

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H003. Applicable Minimum Hourly Rates of Wage

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit

payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

NOTE: THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). A WAGE DECISION WILL BE INCORPORATED INTO EACH SITE SPECIFIC REQUEST FOR PROPOSAL (RFP) AND WILL BE A PART OF ANY RESULTANT CONTRACT.

H004. Warranty

The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as presenting the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is **20** years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, not the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

H005. Material Submittals

See Site Specific RFP for required submittals, if any.

H006. Clean Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H007. Availability and Use of Utilities

The FAA will make all reasonable required amounts of utilities available to the Contractor from existing outlets and products without charge, unless specified otherwise. The Contractor shall carefully conserve any utilities furnished without charge.

The Contractor shall, at his own expense and in a workmanlike manner satisfactory to the FAA, install and maintain all necessary temporary connections and distribution lines for each utility used. Prior to final acceptance of the work by the FAA, The Contractor shall remove all the temporary connections, distribution lines, and associated paraphernalia.